

STT AGREEMENT

THIS AGREEMENT dated the 15th day of April, 1995 ("Effective Date"), is made by and between VISA INTERNATIONAL SERVICE ASSOCIATION (hereinafter "Visa"), a company organized and existing under the laws of the State of Delaware, with principal offices located at 900 Metro Center Blvd., Foster City, California 94404, and MICROSOFT CORPORATION (hereinafter "Microsoft"), a company organized and existing under the laws of the State of Washington, with principal offices located at One Microsoft Way, Redmond, Washington 98052-6399.

WHEREAS, the parties have been working together pursuant to a Letter of Intent dated October 24, 1994 to develop security-related technology products, standards and service for electronic commerce;

WHEREAS, the parties agree that an obstacle to the growth and acceptance of electronic commerce is a lack of security and authentication of participants in current payment offerings;

WHEREAS, Visa desires to contribute to the growth of the electronic commerce marketplace by developing and obtaining payment system and software industry adoption of standards for secure electronic commerce, to preserve and enhance its Members' relationships with their customers, to secure Visa data and preserve consumer privacy, to preserve and enhance Visa's position as the premium brand in electronic commerce, to increase its Members' profitability, to provide favorable positioning and advantage to its products as much as possible, and to reinforce Visa's and its Members' leadership in payment services;

WHEREAS, Microsoft desires to accelerate the growth of the electronic commerce marketplace, to develop Microsoft's brand recognition in the area of secure, network-based financial transactions, to generate incremental revenue, to provide favorable positioning of and to enhance Microsoft's system software offerings, to reinforce Microsoft's leadership in the software and service arena, and to generate additional relationships between Microsoft and its customers; and

WHEREAS, the parties wish to enter into a formal relationship and agreement consistent with these goals of the parties to create, disseminate, and obtain adoption of a public standard for security and authentication for payments in electronic commerce, and to develop software embodying this standard.

NOW THEREFORE, for and in consideration of the above promises and the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Definitions

1.1 "EC Project" shall mean the joint or cooperative development, marketing, and public endorsement pursuant to this Agreement of the STT-Specifications and Technology, addressing issues of security, privacy, and authentication to enable and improve the security of Electronic Commerce Transactions.

1.2 "Electronic Commerce Transaction" shall mean the purchase, using a Payment Method, of goods and/or services by a consumer or business customer with a personal computer, or other processing hardware, from a vendor across a public or private data communications network.

1.3 "Electronic Banking" shall mean the delivery by a banking institution of consumer or business banking services to a consumer or a business via a personal computer, or other processing hardware, connected to the banking institution or its agent, including bill-payment services, but does not include the purchase of and payment for goods or services from a merchant over a public or private data communications network using a Payment Method.

1.4 "EC Project Plan" shall mean the document developed by the parties defining the scope of the EC Project (supporting existing and prospective technologies and platforms), as well as the development schedule for implementation of the EC Project.

1.5 "EC Project Transactions" shall mean Electronic Commerce Transactions secured in accordance with the STT Specifications.

1.6 "Credential" shall mean a digital document issued by a Credential Service pursuant to a Credential System that verifies a relationship between a public key and a Payment Method, or a public key and an acquiring bank relationship with a merchant, for which the Credential was issued.

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Paul Allen

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1.7 "Credential Service" shall mean the services, structures, policies and rules provided or utilized by the entity that issues Credentials using the Credential System to users of Consumer Clients and/or Merchant Servers.

1.8 "Credential System" shall mean software used to generate and validate Credentials in connection with Electronic Commerce transactions including, but not limited to, transactions between Microsoft Consumer Clients and/or Microsoft Merchant Servers. The Credential System as further defined by STT Specifications.

1.9 "Secure Transaction Technology (STT) Specifications" shall mean a written description of standards developed by the parties for public distribution pursuant to this Agreement and that shall include, without limitation, a Credential System protocol, the payment information format and protocol, and application of appropriate encryption schemes, for the secure processing and support of Electronic Commerce Transactions. Other than requiring the use of the RSA encryption technology, the parties shall develop the STT Specifications without knowingly using or incorporating the proprietary specifications of any party or third party. Attached as Exhibit C is the current version of the STT Specifications, which the parties agree to modify in good faith to assure market acceptance, provided that no such modification shall conflict with any provision of this Agreement.

1.10 "Consumer Client" shall mean the software that communicates directly or indirectly with a Merchant Server, and that supports EC Project Transactions, as further defined by the STT Specifications.

1.11 "Merchant Client" shall mean the software that communicates directly or indirectly with the Payment Server and supports EC Project Transactions, as further defined by the STT Specifications.

1.12 "Merchant Server" shall mean software that communicates directly or indirectly with a Consumer Client, and that supports EC Project Transactions, as further defined by the STT Specifications.

1.13 "Payment Server" shall mean the software that communicates directly or indirectly with a Merchant Client, and that supports EC Project Transactions by decrypting information from the Merchant Client, as further defined by the STT Specifications.

1.14 "Microsoft Credential System", "Microsoft Consumer Client", "Microsoft Merchant Client", "Microsoft Merchant Server", "Microsoft Payment Server", and "Microsoft Technology" shall mean, respectively, the Credential System, Consumer Client, Merchant Client, Merchant Server, Payment Server, and Technology developed by or for Microsoft.

1.15 "Microsoft STT Compliant Software" shall mean all software developed by Microsoft that uses and complies with the STT Specifications, including all the software listed in Section 1.14.

1.16 "Payment Method" shall mean any means, including physical devices and software methods, by which a consumer or business may obtain credit for or otherwise pay for the purchase of goods and services, including without limitation, payment by debit card or credit card.

1.17 "Proprietary Information" shall mean any proprietary ideas, plans, and information including, without limitation, information of a technological or business nature (including, without limitation, all trade secrets, technology, intellectual property, pre-release software (regardless of whether the software is marked proprietary or confidential), data, summaries, reports, or mailing lists, whether written or oral and, if written, however produced or reproduced) received by or otherwise disclosed to the receiving party from or by the disclosing party, that is marked proprietary or confidential, or bears a marking of like import, or that the disclosing party states is to be considered proprietary or confidential, or that would logically be considered proprietary or confidential under the circumstances of its disclosure.

1.18 "Operating Regulations" shall mean the rules published by Visa that contain the terms and conditions that Members of Visa agree to as a condition of participation in the Visa system.

1.19 "Technology" shall mean the Credential System, Consumer Client, Merchant Server, Merchant Client, Payment Server, and any other software specified in the STT Specifications to support EC Project Transactions.

1.20 "Licensed Technology" shall mean that Technology developed by or for Microsoft and licensed by Microsoft to Visa and its Affiliates pursuant to Section 9 of this Agreement.

1.21 "VisaNet" shall mean the worldwide transaction authorization, clearing and settlement system operated by Visa.

1.22 "Visa Card Accounts" shall mean the following payment cards branded with the following Visa trademarks: Visa®, Electron®, Interlink®, and Plus®.

1.23 "Visa Transaction" shall mean any financial transaction, including, payment transactions and requests for financial information, that is identified by or associated with a trade or service mark owned or licensed by Visa or its Affiliates.

1.24 "Source Code" shall mean source code (human-readable code), and all necessary information for successfully modifying all aspects of the product and creating an executable image.

1.25 "Executable Code" shall mean executable object code (i.e. computer-readable but not human-readable), and all documentation and other information needed to install and operate such code.

1.26 "Intellectual Property Rights" shall mean any rights relating to any trademark, tradename, service mark, copyright, trade secret, invention, industrial model, patent, process, technology, know-how or design.

1.27 "Improvements" shall mean any invention, discovery, or development, whether or not patentable or copyrightable, which is made or acquired by either party prior to expiration of this Agreement, that modifies, improves upon, extends or enhances Technology.

1.28 "Affiliates" shall mean (a) with respect to Visa, its Subsidiaries and Related Entities, and (b) with respect to Microsoft, its Subsidiaries. A Subsidiary shall mean a company in which, on a class by class basis, more than fifty percent (50%) of the stock entitled to vote for the election of directors is owned or controlled by the party, but only so long as such ownership or control exists. A Related Entity is an entity (1) at least 50% of whose stock or other equity is owned by Visa member banks and that has the authority to process Visa Transactions, but only so long as such ownership exists; (2) has an equity interest in Visa and is owned in whole by member banks or financial institutions (e.g. national or regional group members); or (3) is exclusively managed by Visa for the purpose of processing Visa Transactions, but only so long as such exclusive management exists. Presently, Subsidiaries and Related Entities include, without limitation, Visa U.S.A., Merchant Bank Services, Plus and Interlink. Notwithstanding anything to the contrary, however, Subsidiaries or Related Entities do not include any individual banks or like financial institutions. Visa may grant to Visa Affiliates the rights granted to Visa herein subject to the terms and conditions set forth in this Agreement, provided that Visa shall provide Microsoft written notice of the name and address of each such Visa Affiliate before such Affiliate exercises any rights or receives any confidential information under this Agreement and Visa shall be liable to Microsoft for the payment of any royalties due to Microsoft on account of the exercise by any Visa Affiliate of any rights granted to such Visa Affiliate pursuant to this Agreement.

1.29 "Branding Organization" means an entity, like Visa, that owns or licenses the trademark(s) for a Payment Method and has the authority to establish operating rules, regulations, and procedures for the issuance of its branded Payment Method(s) and the processing of transactions utilizing such Payment Method(s).

1.30 "Acquirer" means a member of Visa that is authorized to sign merchants for the acceptance of Visa Accounts.

2. STT Specifications Development, Use, and Licensing to Third Parties

2.1 Development of STT Specifications. Visa and Microsoft will work together on a timely basis to further define and document the STT Specifications, except that Visa will be responsible for providing the payment information content of the STT Specifications. STT Specifications shall be platform-independent and shall contain no Microsoft proprietary technology; provided that any Microsoft Technology may contain Microsoft proprietary technology.

2.2 Role of STT Specifications as a Standard. The STT Specifications, when implemented by any software system vendor, shall enable any STT Specification-compliant Consumer Client, Merchant Server, or Merchant Client to communicate with any other STT Specification-compliant client or server, and shall further enable any credential authority that is STT Specification-compliant and that has the proper authority from the applicable Branding Organization to issue and validate Credentials to any consumer or merchant using any software or other system conforming to the STT Specifications provided by any vendor.

2.3 Required Elements of the STT Specification. The STT Specifications must include such transaction logging and tracking capabilities in the Consumer Client and Merchant Server software as are required by applicable

laws. The STT Specification shall, at a minimum, support Electronic Commerce Transactions with Visa Card Accounts, so long as Visa provides a transaction format for all Visa Card Accounts. Furthermore, the STT Specification shall permit Branding Organizations, like Visa, to exercise control (including decryption) over all EC Project Transactions utilizing such Branding Organization's Payment Methods. The Payment Server must log all transactions by Branding Organization and the capability of accessing such log must be made available directly to the Branding Organization through a port in the Payment Server.

2.4 Ability to Add Enhancements. Nothing herein shall be deemed to prevent either party from developing products that contain features and functionality beyond those defined in the STT Specifications, so long as those products can successfully interact with all other products that meet the STT Specifications at the level of functionality defined in the STT Specifications.

2.5 Deviations from the STT Specifications. Either party shall have the unrestricted right, at its sole discretion, to deviate from the agreed upon STT Specifications at any time, for any purpose, provided that

(a) Visa and its Affiliates shall continue to accept and process EC Project Transactions, and

(b) Microsoft shall continue to market and support software that will support EC Project Transactions,

that conform to the last mutually agreed upon version of STT Specifications, for a period of eighteen (18) months from the date that the deviation is announced, except that either party shall have the right to discontinue such support if analysis shows that such version compromises consumer privacy or jeopardizes Electronic Commerce Transaction security. Each party shall own its derivative works based on the STT Specification. Nothing in this Section 2.5 shall affect either party's obligations under this Agreement.

2.6 Acceptance of STT Specification as a Standard. The parties agree to use reasonable efforts to enable and encourage other software vendors and payment card systems to use the STT Specifications and implement the same in software, in order to facilitate adoption of common standards in connection with Electronic Commerce Transactions; provided, however, that the parties shall insert in a conspicuous manner in all copies of the STT Specifications, a disclaimer of any intellectual property warranties with respect to the use of the STT Specifications and a statement that the user of the STT Specifications may be required to obtain Intellectual Property Rights from the parties or other third parties, including RSA Data Securities, Inc., in order to create an efficient implementation of the STT Specifications. The parties shall agree upon the text of the above-described disclaimer and statement prior to public release of the STT Specifications.

3. EC Project Management

3.1 Completion of EC Project Plan. The parties agree to use reasonable best efforts to comply with the EC Project Plan, which has been agreed to by the parties and attached as Exhibit A. The EC Project Plan shall contain provisions for beta testing of the Technology developed by Microsoft, including exit criteria as well as a date by which all the requisite systems are in place so that consumers can initiate EC Project Transactions.

3.2 Development of EC Project Source Code. Microsoft will use reasonable efforts to design, write and debug Source Code for the Microsoft Consumer Client, Microsoft Merchant Client, Microsoft Merchant Server, Microsoft Payment Server and Microsoft Credential System software. Visa shall work with Microsoft to define specifications for the Microsoft Payment Server and Microsoft Credential System software. The parties shall work together to test the software to make sure that it functions properly. The parties will work to ensure that EC Project Transactions flow at least as smoothly and efficiently as traditional bank card transactions, provided that nothing done pursuant to Section 3.2 shall conflict with any provision of this Agreement.

3.3 EC Project Communications. Each party shall designate a person who will be the individual that the other party can contact with formal communications in connection with the EC Project. This person may be changed upon written notice to the other party. All formal communications between the parties relating to the EC Project shall be delivered to this designated person, except that legal notices under this Agreement shall be delivered in accordance with Section 19.0. Nothing herein shall prevent a party from transmitting informal communications to customary contacts at the other party.

3.5 Status Meetings. The EC Project teams of the respective parties shall meet at least once per week in person or by telephone to discuss the status of development of the EC Project, and any problems that may require resolution, or that may delay completion of the EC Project.

3.6 Changes to STT Specifications. Visa and Microsoft contemplate that it may be desirable during the performance of this Agreement to make changes to the STT Specifications. The parties shall agree in good faith to negotiate to make any changes (without any obligation to make such changes) to the STT Specifications that are desirable, including without limitation any changes that are desirable to obtain adoption of the STT Specifications as a standard by the payment systems industry and the software industry, and any such agreed changes shall be incorporated by Microsoft into the STT Specifications and the Microsoft Technology.

4. Development of Technology

4.1 Software Platform for Microsoft STT Compliant Software. The software developed by Microsoft to enable EC Project Transactions shall be initially developed for Microsoft Windows '95 and WindowsNT operating systems.

4.2 Public Key Cryptography. Microsoft shall incorporate public key cryptography into the Microsoft STT Compliant Software wherever necessary. The Microsoft Credential System shall be written so that it can issue Credentials in response to requests from non-Microsoft software, but Visa shall be exclusively responsible for obtaining all rights necessary to issue Credentials in response to requests from non-Microsoft software.

4.3 Microsoft Software Requirements. Subject to Section 2.5, Microsoft agrees that the Microsoft Technology will comply with the agreed STT Specifications, including any requirement that the Branding Organization be able to control all EC Project Transactions that utilize the trademarked Payment Method of such Branding Organization.

5. Maintenance and Support

Microsoft shall provide maintenance and support services to Visa for any Licensed Technology in accordance with the provisions of Exhibit B to this Agreement. Microsoft will provide maintenance and support services to Visa Affiliates who license the Microsoft Payment Server and/or Microsoft Credential System, and to users of the Microsoft Merchant Client and the Microsoft Merchant Server, in accordance with its customary maintenance and support standards.

6. Establishment, Organization, and Operation of Visa's Credential Service

6.1 Visa Credential Service. Visa will establish and operate, or use a third-party or parties to operate, a Credential Service on behalf of Visa member banks using a Credential System. Microsoft shall provide the necessary training and support to install and maintain the Microsoft Credential System.

6.2 Visa's Use of the Microsoft Credential System. Visa shall have the right to use the Microsoft Credential System to issue and validate Credentials in response to requests from non-Microsoft software, so long as Visa has the necessary licenses to the RSA technology to do so and demonstrates the same to Microsoft.

6.3 Issuance of Visa Credentials to Merchant. Provided it is commercially practical and reasonable, Visa intends to allow Visa Acquirers to issue Visa Credentials to their merchants, provided they follow Visa's rules and regulations.

6.4 Control of Visa's Credential Service. Visa shall retain the exclusive rights (i) to establish standards for and (ii) to operate any Credential Service for Visa Transactions, pursuant to applicable laws and the Operating Regulations.

6.5 Fees for Visa's Credential Service. The Visa fees, if any, for Credentials issued by Visa's Credential Service will be set so as to encourage use and shall be no higher than the fees charged by Visa for any Visa Credential Service that uses any other (i.e. non-Microsoft) Credential System. Except as expressly provided herein, nothing in this Agreement shall preclude Visa from establishing and operating a certificate authority and hierarchy using a certificate authority system not developed by Microsoft.

6.6 Information on Microsoft Customers Using Visa's Credential Service. To the extent consistent with consumer privacy principles and for the Initial License Fee Period, Visa shall provide Microsoft with lists of Microsoft customers (names and addresses) who have registered key pairs generated by Microsoft software with the Visa Credential Service, provided that (i) Microsoft uses such information only to market Microsoft's non-financial products

and services provided that the Microsoft Network shall be considered a non-financial product or service; and (ii) Microsoft does not sell or disclose the names and addresses to any third party for any purpose other than the above.

7. Visa Rules Applicable to Electronic Commerce Transactions

7.1 Creation of Custom Payment Service Definitions. Visa will determine and establish, at its sole discretion and expense, custom payment service definitions that will include the level of risk and the corresponding authentication necessary and that address the unique attributes of secure and non-secure Electronic Commerce Transactions. Pursuant to this Section 7.1, Visa shall create a new class of transactions to encourage the adoption of the STT Specification as a standard.

7.2 Interchange Pricing for EC Project Transactions Using Visa Card Accounts. For a three (3) year period commencing on the Effective Date, Visa agrees that the interchange pricing associated with EC Project Transactions within a Visa region, defined by custom payment service definitions adopted pursuant to this Section 7, will be no worse than interchange fee pricing adopted within the same Visa region for the same Visa Payment Method product in connection with Electronic Commerce Transactions with the same level of security, income and costs generated by other payment systems operated by Visa. Except as provided in this Section 7.2, nothing in this Agreement shall be deemed to require Visa to adopt special or unique pricing for Electronic Commerce Transactions.

7.3 Risk Management Procedures. Microsoft agrees that, in accordance with the Operating Regulations, Visa and its Affiliates shall have the right, for risk management reasons, to require that certain Merchant Clients be connected directly to Visa's or its Affiliates' Payment Server, and in addition agrees that Visa and its Affiliates shall have the right to refuse to certify for compliance to the STT Specifications any merchant or Acquirer.

8. Cooperative Marketing Activities

8.1 Adoption of STT Specification as Standard for Financial Transactions. Visa shall use reasonable efforts to encourage the payment card industry to implement systems that incorporate the STT Specification. Microsoft shall use reasonable efforts to encourage the software industry to adopt the STT Specification for financial transactions.

8.2 Public Announcements. The parties shall agree on the contents of any announcements, and the announcement methods to be employed (e.g. press releases, press conferences, etc.) in connection with the EC Project, including all announcements and announcement methods that either party is indirectly involved in, is quoted in, or has prior knowledge of. Neither party may issue or participate in any press release or other public announcement directly relating to either parties' responsibilities with respect to the EC Project or this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, either of the parties may at any time (a) make announcements that are required by applicable law, regulatory bodies, or stock exchange or stock association rules so long as the party so required to make this announcement, promptly upon learning of such requirement, notifies the other party of such requirement and discusses with the other party in good faith the exact wording of any such announcement; or (b) make available such information, provided that such information is accurate, as has already been publicly disseminated concerning the EC Project. In all circumstances, Microsoft shall provide Visa with reasonable notice of STT-related announcements that involve or relate to either Visa members or Visa payment processors and, to the extent commercially possible, Visa competitors. Furthermore, both parties agree that whenever commercially practical, each party shall make sure that the other party receives equal credit for developing the STT Specifications. When such joint attribution is not commercially practical, the parties agree that neither party shall receive explicit or implicit attribution, nor shall any statement be misleading about either party's respective role. Both parties shall use all commercially reasonable efforts to avoid making any type of announcement that misleads the public.

8.3 Use of Other Party's Trade Names. Each party agrees that it will not use any trade name or other designation of the other party in any statement that is either misleading or untrue.

8.4 Pricing Information. Each party's pricing, pricing plans, and pricing practices shall be considered the confidential information of that party and shall be treated in accordance with Section 13.

9. License of Technology

9.1 Right to Use Microsoft (Licensed) Technology. Microsoft grants to Visa and its Affiliates a royalty-free (except as otherwise provided herein), non-exclusive, perpetual, worldwide license to:

A. copy, use, modify and make derivative works of the Source Code modules listed in Exhibit E;

B. reproduce and internally distribute copies of the Executable Code of the Microsoft Payment Server and the Microsoft Credential System and any derivative work created by Visa pursuant to Section 9.1(A) above; and

C. to internally use and execute such copies of the Licensed Technology for the purpose of supporting EC Project Transactions; provided that the Microsoft Credential System may not be used to issue Certificates to users of non-Microsoft software unless and until Visa has the necessary licenses to do so and is able to demonstrate the same to Microsoft.

For purposes of the foregoing, "internal use" shall include use by any third party to which Visa or its Affiliates have outsourced processing functions, provided that such third party shall have agreed in writing to abide by the license restrictions contained herein and Visa or its Affiliate (as applicable) shall be liable for such third party's performance hereunder. Any modifications or derivative works of the Source Code modules listed in Exhibit B created by Visa or its Affiliates shall be owned exclusively by Visa but shall be used and distributed only as part of the Licensed Technology component of which such modules are a part, and such modifications or derivative works shall not (i) affect the software interfaces between the Licensed Technology and other Microsoft Technology, (ii) modify the encryption algorithm incorporated in the Microsoft Credential System, or (iii) add any new or different encryption algorithm to the Microsoft Credential System, unless otherwise agreed by Microsoft.

9.2 Right to Use Microsoft Payment Server and Microsoft Credential System for Visa Transactions.

Microsoft shall not have the right to grant to any third party the right to use the Microsoft Payment Server and/or the Microsoft Credential System in connection with Visa Transactions. Microsoft agrees to license on its standard terms and conditions the Microsoft Payment Server and/or the Microsoft Credential System to any Visa member bank or other entity authorized to process Visa Transactions. Such terms and conditions shall not require any licensee to use Microsoft software to process EC Project Transactions; provided that Microsoft may limit the use of the Credential System to use in conjunction with Microsoft software.

9.3 Source Code. In the event Microsoft fails within a reasonable time, or refuses, to correct materials errors in the Licensed Technology identified by Visa or its Affiliates, Microsoft shall grant to Visa the right to modify the relevant modules of the Source Code of the Licensed Technology for internal use and execution, but only to correct errors in the software; provided, however, that no such modification shall (i) affect the software interfaces between the Licensed Technology and other Microsoft Technology, (ii) modify the encryption algorithm incorporated in the Microsoft Credential System, or (iii) add any new or different encryption algorithm to the Microsoft Credential System.

9.4 Volume-Based License Fee. Visa shall pay Microsoft a volume-based license fee ("License Fee") on Visa EC Project Transactions pursuant to the schedule below. The period commencing April 30, 1996 and ending twenty-four (24) months later shall be considered the initial license fee period ("Initial License Fee Period"). If VisaNet is not ready by April 30, 1996 because of Visa's delay, then the Initial License Fee Period shall be extended to twenty-four (24) months from the date VisaNet is capable of processing EC Project Transactions in the U.S. During the Initial License Fee Period, Visa shall pay the License Fee on all Visa EC Project Transactions processed by any Payment Server, and after the Initial License Fee Period Visa shall pay the License Fee on all Visa EC Project Transactions processed by any Microsoft Payment Server. The License Fee shall be paid quarterly, within thirty (30) days after the end of each calendar quarter or within such other reasonable amount of time needed by Visa and agreed to by Microsoft, such agreement not to be unreasonably withheld. Chargebacks or reversals shall be credited to Visa the quarter after Visa learns of such chargeback or reversal.

A	B	C
Visa only	Visa and MasterCard	Basis Points
(in billions of dollars)	(in billions of dollars) (on EC Project Transactions)	
0-2	0-2	14
2-4	2-4	10
4-6	4-8	8
6+	8+	4

Column A contains the ranges of cumulative dollar amounts of Visa EC Project Transactions and Column B contains the ranges of cumulative dollar amounts of Visa and MasterCard EC Project Transactions, in each case commencing as

of the beginning of the Initial License Fee Period. Column C contains the basis point rate to calculate the License Fee. The License Fee shall be calculated in basis points of the Visa EC Project Transactions. If Microsoft and MasterCard are able to reach an agreement that is substantially similar in all relevant aspects to this Agreement and Visa and MasterCard are able to enter into a separate agreement regarding the payment of License Fees to Microsoft and both such agreements are completed within six (6) months from the Effective Date, then Column B above shall be used to determine which basis point rate in Column C is applied to Visa EC Project Transactions. In all other circumstances, Column A shall be used to determine which basis point rate in Column C is applied to Visa EC Project Transactions.

9.5 Audit Rights. Visa agrees to make and to maintain for a period of one (1) year after the end of the year to which they pertain, sufficient books, records and accounts regarding Visa EC Project Transactions in order to calculate and confirm Visa's License Fee obligations hereunder. Upon ninety (90) days notice, Microsoft will have the right, exercisable not more than once every twelve (12) months, to appoint an independent accounting firm to examine such books, records and accounts during Visa's normal business hours to verify Visa's reports on the amount of payments made to Microsoft under this Agreement, subject to such independent accounting firm's execution of Visa's standard confidentiality agreement; provided that execution of such agreement will not preclude such firm from reporting its results to Microsoft. In the event such audit discloses an underpayment or overpayment of the License Fees due hereunder, the appropriate party will promptly remit the amounts due to the other party.

9.6 Additional Microsoft Software License Fee. There will be a per installation fee for the Licensed Technology, which shall apply to Visa Affiliates that compete directly with other users of the Licensed Technology but who are not regional or group members or their processors. All other Visa Affiliates shall not be subject to this fee. Such fee shall be no greater than the per installation fee Microsoft charges other similarly situated users of the Licensed Technology. Microsoft shall grant Visa and its Affiliates a most favored customer status with respect to licensing the Licensed Technology, and Microsoft agrees to reduce the License Fee to the extent required to comply with the foregoing. If during the Initial License Fee Period, Microsoft's License Fee schedule competitively disadvantages Visa, then Microsoft shall reduce the License Fee appropriately. If the parties are unable to agree on a price reduction, then the parties shall submit the issue to an arbitrator pursuant to the rules of the American Arbitration Association with the requirement that such arbitration be resolved within sixty (60) days from the date the issue was submitted. If the arbitrator orders a reduction of the price, the parties shall make an appropriate adjustment of the License Fee for the period of the pendency of the arbitration. Microsoft may either accept the price reduction going forward or it may terminate the Initial License Fee Period while maintaining the above License Fee schedule.

9.7 Maintenance Releases and Upgrades. The license grant described in this Section 9 shall extend to any error corrections, maintenance releases, updates or new versions of the Licensed Technology provided by Microsoft under this Agreement, including any improvements incorporated therein.

9.8 Delivery of Licensed Technology to Visa. The Licensed Technology licensed pursuant to this Section 9, along with all of the appropriate documentation, revisions, versions, updates and enhancements thereto, shall be provided to Visa in the form that Microsoft customarily distributes such items to other licensed parties. Visa and its Affiliates shall have the right to make copies of the Licensed Technology, documentation, updates and enhancements as reasonably required by Visa or its Affiliates to exercise the license rights granted herein.

9.9 Additional Rights Granted to Visa. Microsoft further grants to Visa and its Affiliates all other rights necessary under Microsoft's Intellectual Property Rights to enable Visa and its Affiliates to exercise the license rights described in this Section 9 and, subject to Section 9.13, to further the adoption of the STT Specifications as a standard in the payments system and software vendor industries.

9.10 Scope of the Agreement. Subject to the negotiation of applicable license fees, Visa shall have the right to extend the terms of this Agreement to Electronic Banking.

9.11 All Other Rights Retained by Microsoft. All rights in the Microsoft Technology not expressly granted, including the right to create translations or other derivatives works or to sublicense parties other than Visa Affiliates, are reserved by Microsoft.

9.12 Visa Rights Granted to Microsoft. Visa grants to Microsoft sufficient rights under Visa's Intellectual Property Rights, except for any rights in trademarks, service marks, tradenames, or VisaNet technology, to enable Microsoft to develop, market and license Microsoft Technology and to enable Microsoft's other licensees of the Microsoft Technology to utilize the same. Any right of Microsoft to use the trademarks, service marks, or tradenames

of Visa or its Affiliates has been granted in a separate license agreement executed between the parties and attached to this Agreement in Exhibit F.

9.13 License to Software Vendors. Microsoft agrees to license on commercially reasonable terms, at its discretion, Microsoft software and technology to other software vendors to facilitate the development by those software vendors of software products that support the STT Specifications and that can communicate with Microsoft Merchant Servers, Merchant Clients, and Consumer Clients. Microsoft further agrees to license on commercially reasonable terms any patents ("Related Patents") owned by Microsoft that other software vendors, including competitors of Microsoft, need to develop an efficient implementation of the STT Specifications; provided that such software vendors are willing to license to Microsoft on commercially reasonable terms any patents ("Third Party Patents") owned by such parties that Microsoft needs to develop an efficient implementation of the STT Specifications. For the purposes of this Section 9.6, the terms "Related Patents" and "Third Party Patents" shall include all such patents that Microsoft or the other software vendor, as applicable, owns or has sublicensing rights to and that have an issue date no later than three (3) years after the date of execution of the license or cross-license.

9.14 Visa Confidential Documents. Visa shall provide Microsoft with access to Visa confidential documents that are necessary for Microsoft to fulfill its obligations under this Agreement. Such documents shall include, but are not limited to, VisaNet System Documentation, VisaNet Test System software simulator and any portion of the Operating Regulations reasonably requested by Microsoft.

10. Ownership of STT Specifications and Technology

10.1 Pre-Existing Intellectual Property Rights. Each party shall exclusively own any Intellectual Property Rights that it possessed prior to the commencement of discussions between the parties in connection with the subject matter of this Agreement.

10.2 Ownership and Access to the STT Specifications. The parties agree that the STT Specifications shall be made available to the public on or before September 1, 1995, and that the parties shall be joint owners of the STT Specifications, without the obligation to account to or pay the other any royalties.

10.3 Ownership of STT Brand. Visa shall create a brand associated with the use of the use of the Technology for EC Project Transactions ("STT Brand"). Visa shall use reasonable efforts to create the STT Brand by the date set forth in the EC Project Plan. Visa shall work to share ownership of the STT Brand with other members of the payment card industry, provided that such joint ownership does not dilute the mark. Visa shall license the STT Brand to Microsoft for use on Microsoft software that processes EC Project Transactions, provided that such software is compliant with the STT Specifications. Microsoft agrees not to establish a mark that competes with the STT Brand, provided that Microsoft may establish a separate mark ("Microsoft Mark") for Microsoft's implementation of the STT Specifications if it uses the STT Brand along with the Microsoft Mark. Microsoft may request to create an embellished version of the STT Brand as a Microsoft Mark, and agreement to such a request shall not be unreasonably withheld. The owners of the STT Brand shall have exclusive control over the rules and regulations relating to the use of the STT Brand.

10.4 Ownership of Visa Technology. Visa (or its Affiliate, as applicable) shall be the sole owner of any Code written by Visa (or Visa Affiliate) to adapt the Licensed Technology for Visa or its Affiliate.

10.5 EC Project Technology. Any and all technology, know-how, invention, discovery, or development, including Improvements, that is produced pursuant to the EC Project, and the use of which is required in order to practically implement the STT Specifications, shall be owned by the party discovering, inventing, or developing it, except that the other party and its Affiliates shall be granted a royalty-free, non-exclusive, perpetual, worldwide license to use (but not sublicense) that technology, know-how, invention, discovery or development for the purpose of developing and using products and services that conform to the STT Specifications.

11. Exclusivity and Other Limitations

11.1 Microsoft's Preferred Status. Provided that Microsoft commercially ships the Microsoft Technology prior to December 31, 1995, Visa and its Affiliates agree to grant Microsoft a "preferred" status, which Microsoft may use in its marketing campaigns, for the period ("Preference Period") commencing upon the Effective Date and ending on the earlier of (i) June 30, 1997, or (ii) eighteen (18) months after Microsoft's official public release of the Microsoft

Technology. Microsoft's right to preferred status hereunder shall apply only with respect to Visa Transaction types and brands and user markets actually supported by Microsoft in the Technology.

11.2 Description of Microsoft's Preferred Status. This preferred status will consist of Microsoft being the only provider of technology that supports EC Project Transactions for the consumer market that is promoted by Visa. Such promotion shall consist of publicity releases and endorsements in Visa marketing programs. Nothing herein shall prevent Visa from working with other software vendors so long as they are not promoted by Visa and its Affiliates as providers of software supporting EC Project Transactions.

11.3 Visa's Right to Promote and Publicize Carnegie Mellon University's NetBill. Notwithstanding the above, Visa and its Affiliates shall have the right to publicize and promote the low-value electronic commerce initiative ("NetBill") developed in conjunction with Carnegie Mellon University ("CMU").

11.4 Visa's Right to Contract Development of STT Compliant Systems. Visa and its Affiliates shall have the right to contract with third parties, including competitors of Microsoft, for development of a system or systems that support the STT Specifications or other methodology for use in supporting secure Electronic Commerce Transactions as a "work for hire" for Visa or its Affiliate; and to promote such systems, provided such promotion is otherwise consistent with Sections 11.1, 11.2 and 11.3. In connection therewith, Visa shall have the right to disclose to such third party the STT Specifications, provided that any such third party provider signs a non-disclosure agreement prohibiting disclosure of the STT Specifications to third parties until they are published and prohibiting any use of the STT Specifications for a purpose other than developing software for Visa permitted hereunder. Once the STT Specifications have been made publicly available, then any third party may independently write STT compliant software.

11.5 Visa's Preferred Status. Microsoft agrees to grant Visa and its Affiliates a "preferred" status in connection with all Technology as the premier payment system vendor for so long as Microsoft's has a preferred status pursuant to Section 11.1. Visa and its Affiliates may use this distinction in their marketing and publicity campaigns.

11.6 Description of Visa's Preferred Status. Visa's preferred status shall consist of Visa brands (including Electron and Interlink, where appropriate) being afforded brand preference advantage in software menus, icons, options, features, and supporting materials. Exhibit D to this Agreement describes in detail what this brand preference advantage shall consist of in practice.

11.7 Visa's Exclusive Status. Microsoft may not license the Microsoft Payment Server or the Microsoft Credential System to any third party to be used in connection with Visa Transactions. Furthermore, Microsoft agrees not to issue Credentials for Visa Card Accounts without Visa's prior written permission.

11.8 No Payment Method Fees. Microsoft agrees that the pricing offered to Visa member financial institutions, merchants and customers for the Licensed Technology will be no worse than the pricing enjoyed by similarly situated member financial institutions, merchants and customers of any other payment card system and Microsoft agrees that it will not charge more than \$15,000 per CPU installation (increased per Consumer Price Index from the Effective Date) to Visa member banks or financial institutions for the Microsoft Payment Server and/or Microsoft Credential System. Further, Microsoft agrees not to charge any party any other fees for the licensing and use of the Microsoft Credential System and the Microsoft Payment Server in connection with Visa EC Project Transactions. Such limitation shall not apply to maintenance and support fees.

11.9 Release of STT Specifications. Neither party shall disclose the STT Specifications to any third party, except as otherwise provided in this Section 11.9. Visa shall not disclose the STT Specifications to Microsoft's competitors, including platform vendors such as Apple, Novell, and other vendors of operating systems and applications such as Mosaic, OS/2, and any Unix implementation ("Microsoft Competitors"), until the earlier of (i) Microsoft's first commercial shipment of EC Project software or (ii) September 1, 1995. However, Visa shall have the right to disclose the STT Specifications, at its discretion, immediately to other payment systems vendors such as MasterCard, American Express, Discover, Europay, and JCB, ("Visa Competitors") provided that any such disclosure shall be subject to a non-disclosure agreement that prohibits further disclosure of such information until the STT Specifications are generally released. Visa shall have the right to work with such payment systems vendors to adopt the STT Specifications prior to their release to other parties. Microsoft shall not disclose the STT Specifications to other Payment System Vendors until the earlier of (i) Microsoft's first commercial shipment of EC Project software or (ii) September 1, 1995. However, Microsoft shall have the right to disclose the STT Specifications, at its discretion, immediately to Microsoft Competitors, provided that any such disclosure shall be subject to a non-disclosure agreement that prohibits further disclosure of such information until the STT Specifications are generally released. Microsoft shall

have the right to work with Microsoft Competitors to adopt the STT Specifications prior to their release to other parties. Notwithstanding the foregoing, Visa, Microsoft, or their Affiliates shall have the right, prior to the release of the STT Specifications, to conduct business and conceptual level discussions with other platform vendors, including competitors of the other party, provided that no detailed technical information regarding the STT Specifications is communicated.

11.10 Visa's Right to Communicate with Carnegie Mellon. Notwithstanding anything to the contrary herein, Visa shall have the right to communicate (subject to nondisclosure agreement) to and to share with those who have a need-to-know at CMU, and CMU shall be able to disclose, pursuant to a non-disclosure agreement, to those of its employees and contractors with a need to know of the specifications and design details of any aspect of the EC Project. Such non-disclosure agreements shall prohibit (i) further disclosure of such information and (ii) use of such information other than in connection with NetBill. With respect to any particular information, the non-disclosure agreement shall terminate when the disclosed information is made generally available pursuant to this Agreement. Furthermore, Microsoft agrees that nothing herein shall restrict the use of any disclosed information to improve or modify the NetBill project, including the incorporation of STT Specifications into NetBill software modules, provided that Microsoft grants no Intellectual Property Rights in connection therewith.

12. Term and Termination

12.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until Visa and its Affiliates cease using the Licensed Technology, unless terminated earlier pursuant to Sections 12.2 or 12.3.

12.2 Termination for Cause. Either Visa or Microsoft may elect to terminate this Agreement for cause, upon written notice to the other party, in the event of:

- A. A material breach by the other party of a material term of this Agreement, which breach is not cured (if curable) within thirty (30) days after written notice of the breach;
- B. Such other party's insolvency, receivership or voluntary bankruptcy;
- C. The institution of involuntary proceedings for bankruptcy against the other party that are not stayed or dismissed within ninety (90) days after the institution thereof;
- D. The assignment by the other party of all or a substantial portion of its business or assets for the benefit of creditors; or
- E. Any substantial part of the other party's property being or becoming subject to levy, seizure, assignment or sale for or by any creditor or governmental agency without being released or satisfied within ten (10) days.

12.3 Termination Not For Cause. If Visa develops or has developed a Payment Server that competes with the Microsoft Payment Server and the sales volume of Visa EC Project Transactions that are processed on Microsoft Payment Servers is less than 50% of the total number of Visa EC Project Transactions, excluding markets to which Microsoft does not ship, then Microsoft shall have the right to give written notice of termination of this Agreement provided that such notice shall not occur before five (5) years after the first commercial deployment of STT. This Agreement shall terminate five (5) years after Visa receives such notice.

12.4 Specific Performance. The parties acknowledge that the services provided by the parties under this Agreement are unique, and that in the event either party shall fail to perform any material obligation of this Agreement, damages will not be an adequate remedy. For this reason, the parties agree that the remedy of specific performance shall be available to a party in the event of a failure of the other party to perform any material obligation of this Agreement that is not cured within thirty (30) days after the breaching party receives notice of such breach.

12.5 Survival. In the event of expiration or termination of this Agreement for any reason, the provisions of Sections 9 (excluding Sections 9.3, 9.7, 9.13, and 9.14) 10, 13, 14, 15, 16, 18, 19, and 21 shall survive termination. All other provisions shall terminate.

13. Confidentiality

13.1 Confidential Information. Except as otherwise provided in this Agreement, the parties agree to maintain in confidence and, not to use except for purposes permitted in this Agreement, all Proprietary Information of the other party, as defined herein, disclosed during discussions or otherwise acquired prior to and under this Agreement. The

parties agree that all Proprietary Information, including proprietary ideas, plans, and information, shall remain the property of the disclosing party.

13.2 **Exceptions.** Information will not be deemed to be Proprietary Information, and the receiving party shall have no obligation with respect thereto, or to any part thereof, to the extent such information:

- A. is approved for release by prior written authorization of the disclosing party;
- B. is disclosed in order to comply with a judicial order issued by a court of competent jurisdiction or with government laws or regulations, in which event the receiving party shall give prior written notice to the disclosing party of such disclosure as soon as practicable and shall cooperate with the disclosing party in using all reasonable efforts to obtain an appropriate protective order or equivalent, provided that the information shall continue to be Proprietary Information for all other purposes under this Agreement, to the extent it is covered by such protective order or equivalent;
- C. is already known to the receiving party at the time of receipt or disclosure hereunder, as evidenced by the written records made prior to such receipt or disclosure, or subsequently becomes publicly available without any fault of the receiving party;
- D. is independently developed or formulated by the receiving party or its related companies without use or reference to Proprietary Information of the disclosing party; or
- E. is general information of a non-technical nature relating to the objectives, methods, and plans of the parties with respect to the electronic commerce market.

13.3 **Limited Right to Disclose Confidential Information.** Notwithstanding the above, however, a party may disclose Proprietary Information to consultants (including technical, business, or financial consultants) who have executed a confidentiality agreement as least as restrictive as this Agreement, and to employees and Directors with a need to know.

13.4 **Duration of Confidentiality Period.** The receiving party's duty to keep any particular Proprietary Information confidential shall expire five (5) years from the date of disclosure of such information, except that such obligation shall be perpetual with respect to any Source Code form disclosed hereunder.

13.5 **Residuals.** Notwithstanding anything to the contrary in this Agreement, neither party shall be liable for the use of residuals resulting from access to or work with the other party's Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by persons who may have had access to Confidential Information, and who do not intentionally memorize such information for the purpose of using the same to develop or assist in developing a product that is directly competitive with a product of the other party. Neither party may avoid its obligation to maintain the confidentiality of the other party's Confidential information merely by having a person commit such information to memory so as to reduce it to a non-tangible form, nor shall such a party make a conscious effort to refresh their recollection in anticipation of or in conjunction with the use of such residuals. Residuals shall include ideas, concepts, know-how, or techniques contained in the Confidential Information. Neither party shall have any obligation to limit or restrict the assignment of such persons, or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

14. Intellectual Property Indemnity

14.1 **Indemnified Claims.** Microsoft agrees to defend Visa and its Affiliates against, and pay the amount of any adverse final judgment (or settlement to which Microsoft consents) resulting from, any third party claim(s) (hereinafter "Indemnified Claims") that: (i) the Licensed Technology infringes any copyright or trade secret of a third party; (ii) the Licensed Technology infringes a patent issued in any country; (iii) the Licensed Technology name(s) or trademark(s) ("Mark(s)") infringe any trademark rights enforceable in any country; or (iv) Microsoft does not have sufficient rights under its license agreement with RSA for public key encryption technology to permit Visa and its Affiliates to use the Payment Server and/or the Credential Server to issue and validate Credentials for users of Microsoft-supplied software; provided; Microsoft is notified promptly in writing of the Indemnified Claim and has sole control over its defense or settlement, and Visa provides reasonable assistance in the defense and/or settlement of the claim.

14.2 Exclusions. Notwithstanding Section 14.1, Microsoft shall have no liability for any intellectual property infringement claim (including an Indemnified Claim) that arises as a result of (i) Visa or its Affiliates' manufacture, distribution, or use of the Licensed Technology or Mark after a reasonable time from Microsoft's written notice that Visa and its Affiliates should cease manufacture, distribution, or use of such Licensed Technology or Mark due to such a claim, provided Microsoft has delivered a non-infringing substitute that complies with applicable specifications and is capable of being deployed by Visa and its Affiliates; or (ii) Visa or its Affiliate's combination of Licensed Technology with a non-Microsoft product, program or data; or (iii) Visa or its Affiliates adaptation or modification of any Licensed Technology; or (iv) Visa or its Affiliates' use of the Licensed Technology to issue or validate Credentials for users of non-Microsoft supplied software; (v) Microsoft's use of Visa's trademarks in accordance with the Trademark License in Exhibit F; or (vi) Microsoft's adherence to the STT Specifications in developing the Licensed Technology. For all claims described in subsections (i)-(v) of this Section 14.2, Visa agrees to indemnify and defend Microsoft from and against all damages, costs and expenses, including reasonable attorneys' fees, provided that Visa is notified promptly in writing of such a claim and Visa has sole control over its defense or settlement, and Microsoft provides reasonable assistance in the defense and/or settlement of the claim.

14.3 Microsoft's Rights in the Event of Intellectual Property Infringement Claim. In the event Microsoft receives information concerning an intellectual property infringement claim (including an Indemnified Claim) related to the Licensed Technology or Mark(s), Microsoft may at its expense, without obligation to do so, either (i) procure for Visa and its Affiliates the right to continue to use the alleged infringing release of the Licensed Technology or Mark, or (ii) replace or modify the Licensed Technology or Mark to make it non-infringing, and in which case, Visa and its Affiliates shall thereupon cease use of the alleged infringing release of the Licensed Technology or Mark. In the event that Microsoft elects option (i), above, and Visa and/or a Visa Affiliate reasonably determines that the delay that will ensue will harm Visa and its Affiliate's business interests, then Visa and its Affiliate(s) shall have the right to negotiate directly with the third party whose rights have been infringed a license on commercially reasonable terms, but in which case Microsoft shall not be liable to Visa or its Affiliate(s) for the cost of this license unless Microsoft shall have consented thereto.

15. Limitation of Warranty

Any information, materials, software or services furnished by either party pursuant to this Agreement are on an "as is" basis, and **NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO, A WARRANTY OF FITNESS FOR PURPOSE OR OF MERCHANTABILITY, OR OF RESULTS OBTAINED BY A PARTY'S USE OF ANY INTELLECTUAL PROPERTY OR INFORMATION DEVELOPED, LICENSED OR DISCLOSED UNDER THIS AGREEMENT.**

16. Indemnification and Limitation of Liability

16.1 General Indemnification. Except with respect to claims addressed by Section 14, each party shall indemnify and hold harmless the other party against all losses, liabilities, damages, claims, suits, costs, or expenses (including reasonable outside attorney's fees) arising out of the negligence or willful misconduct of the party in connection with the activities contemplated by this Agreement.

16.2 Limitation of Liability. Notwithstanding anything to the contrary contained in this Agreement, the following limitations of liability shall apply to this Agreement:

A. Each party's cumulative liability to the other party (or to the other party's Affiliates) under any provision of this Agreement, other than Indemnified Claims under Section 14.0, or any transaction contemplated by this Agreement, shall be limited to One Million Dollars (US\$1,000,000.00);

B. Microsoft's liability to Visa and its Affiliates for Indemnified Claims under Section 14.0 shall be limited as follows: (a) cumulative liability for copyright claims shall be limited to Ten Million Dollars (US \$10,000,000.00); (b) cumulative liability for patent claims shall be limited to Five Million Dollars (US \$5,000,000.00); and (c) cumulative liability for all other Indemnified Claims shall be limited to Two Million Dollars (US\$2,000,000.00); and

C. Visa and its Affiliates' cumulative liability to Microsoft under Section 14.2 shall be limited to Two Million Dollars (US \$2,000,000).

parties agree that all Proprietary Information, including proprietary ideas, plans, and information, shall remain the property of the disclosing party.

13.2 Exceptions. Information will not be deemed to be Proprietary Information, and the receiving party shall have no obligation with respect thereto, or to any part thereof, to the extent such information:

- A. is approved for release by prior written authorization of the disclosing party;
- B. is disclosed in order to comply with a judicial order issued by a court of competent jurisdiction or with government laws or regulations, in which event the receiving party shall give prior written notice to the disclosing party of such disclosure as soon as practicable and shall cooperate with the disclosing party in using all reasonable efforts to obtain an appropriate protective order or equivalent, provided that the information shall continue to be Proprietary Information for all other purposes under this Agreement, to the extent it is covered by such protective order or equivalent;
- C. is already known to the receiving party at the time of receipt or disclosure hereunder, as evidenced by the written records made prior to such receipt or disclosure, or subsequently becomes publicly available without any fault of the receiving party;
- D. is independently developed or formulated by the receiving party or its related companies without use or reference to Proprietary Information of the disclosing party; or
- E. is general information of a non-technical nature relating to the objectives, methods, and plans of the parties with respect to the electronic commerce market.

13.3 Limited Right to Disclose Confidential Information. Notwithstanding the above, however, a party may disclose Proprietary Information to consultants (including technical, business, or financial consultants) who have executed a confidentiality agreement as least as restrictive as this Agreement, and to employees and Directors with a need to know.

13.4 Duration of Confidentiality Period. The receiving party's duty to keep any particular Proprietary Information confidential shall expire five (5) years from the date of disclosure of such information, except that such obligation shall be perpetual with respect to any Source Code form disclosed hereunder.

13.5 Residuals. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable for the use of residuals resulting from access to or work with the other party's Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by persons who may have had access to Confidential Information, and who do not intentionally memorize such information for the purpose of using the same to develop or assist in developing a product that is directly competitive with a product of the other party. Neither party may avoid its obligation to maintain the confidentiality of the other party's Confidential information merely by having a person commit such information to memory so as to reduce it to a non-tangible form, nor shall such a party make a conscious effort to refresh their recollection in anticipation of or in conjunction with the use of such residuals. Residuals shall include ideas, concepts, know-how, or techniques contained in the Confidential Information. Neither party shall have any obligation to limit or restrict the assignment of such persons, or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

14. Intellectual Property Indemnity

14.1 Indemnified Claims. Microsoft agrees to defend Visa and its Affiliates against, and pay the amount of any adverse final judgment (or settlement to which Microsoft consents) resulting from, any third party claim(s) (hereinafter "Indemnified Claims") that: (i) the Licensed Technology infringes any copyright or trade secret of a third party; (ii) the Licensed Technology infringes a patent issued in any country; (iii) the Licensed Technology name(s) or trademark(s) ("Mark(s)") infringe any trademark rights enforceable in any country; or (iv) Microsoft does not have sufficient rights under its license agreement with RSA for public key encryption technology to permit Visa and its Affiliates to use the Payment Server and/or the Credential Server to issue and validate Credentials for users of Microsoft-supplied software; provided, Microsoft is notified promptly in writing of the Indemnified Claim and has sole control over its defense or settlement, and Visa provides reasonable assistance in the defense and/or settlement of the claim.

14.2 Exclusions. Notwithstanding Section 14.1, Microsoft shall have no liability for any intellectual property infringement claim (including an Indemnified Claim) that arises as a result of (i) Visa or its Affiliates' manufacture, distribution, or use of the Licensed Technology or Mark after a reasonable time from Microsoft's written notice that Visa and its Affiliates should cease manufacture, distribution, or use of such Licensed Technology or Mark due to such a claim, provided Microsoft has delivered a non-infringing substitute that complies with applicable specifications and is capable of being deployed by Visa and its Affiliates; or (ii) Visa or its Affiliate's combination of Licensed Technology with a non-Microsoft product, program or data; or (iii) Visa or its Affiliates' adaptation or modification of any Licensed Technology; or (iv) Visa or its Affiliates' use of the Licensed Technology to issue or validate Credentials for users of non-Microsoft supplied software; (v) Microsoft's use of Visa's trademarks in accordance with the Trademark License in Exhibit F; or (vi) Microsoft's adherence to the STT Specifications in developing the Licensed Technology. For all claims described in subsections (i)-(v) of this Section 14.2, Visa agrees to indemnify and defend Microsoft from and against all damages, costs and expenses, including reasonable attorneys' fees, provided that Visa is notified promptly in writing of such a claim and Visa has sole control over its defense or settlement, and Microsoft provides reasonable assistance in the defense and/or settlement of the claim.

14.3 Microsoft's Rights in the Event of Intellectual Property Infringement Claim. In the event Microsoft receives information concerning an intellectual property infringement claim (including an Indemnified Claim) related to the Licensed Technology or Mark(s), Microsoft may at its expense, without obligation to do so, either (i) procure for Visa and its Affiliates the right to continue to use the alleged infringing release of the Licensed Technology or Mark, or (ii) replace or modify the Licensed Technology or Mark to make it non-infringing, and in which case, Visa and its Affiliates shall thereupon cease use of the alleged infringing release of the Licensed Technology or Mark. In the event that Microsoft elects option (i), above, and Visa and/or a Visa Affiliate reasonably determines that the delay that will ensue will harm Visa and its Affiliate's business interests, then Visa and its Affiliate(s) shall have the right to negotiate directly with the third party whose rights have been infringed a license on commercially reasonable terms, but in which case Microsoft shall not be liable to Visa or its Affiliate(s) for the cost of this license unless Microsoft shall have consented thereto.

15. Limitation of Warranty

Any information, materials, software or services furnished by either party pursuant to this Agreement are on an "as is" basis, and **NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO, A WARRANTY OF FITNESS FOR PURPOSE OR OF MERCHANTABILITY, OR OF RESULTS OBTAINED BY A PARTY'S USE OF ANY INTELLECTUAL PROPERTY OR INFORMATION DEVELOPED, LICENSED OR DISCLOSED UNDER THIS AGREEMENT.**

16. Indemnification and Limitation of Liability

16.1 General Indemnification. Except with respect to claims addressed by Section 14, each party shall indemnify and hold harmless the other party against all losses, liabilities, damages, claims, suits, costs, or expenses (including reasonable outside attorney's fees) arising out of the negligence or willful misconduct of the party in connection with the activities contemplated by this Agreement.

16.2 Limitation of Liability. Notwithstanding anything to the contrary contained in this Agreement, the following limitations of liability shall apply to this Agreement:

A. Each party's cumulative liability to the other party (or to the other party's Affiliates) under any provision of this Agreement, other than Indemnified Claims under Section 14.0, or any transaction contemplated by this Agreement, shall be limited to One Million Dollars (US\$1,000,000.00);

B. Microsoft's liability to Visa and its Affiliates for Indemnified Claims under Section 14.0 shall be limited as follows: (a) cumulative liability for copyright claims shall be limited to Ten Million Dollars (US \$10,000,000.00); (b) cumulative liability for patent claims shall be limited to Five Million Dollars (US \$5,000,000.00); and (c) cumulative liability for all other Indemnified Claims shall be limited to Two Million Dollars (US\$2,000,000.00); and

C. Visa and its Affiliates' cumulative liability to Microsoft under Section 14.2 shall be limited to Two Million Dollars (US \$2,000,000).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by a duly authorized officer as of the day and year written below.

MICROSOFT CORPORATION
("MICROSOFT")

VISA INTERNATIONAL SERVICE
ASSOCIATION ("VISA")

By

Name *NATHAN T. MYHRVOLD*

Title *SENIOR VICE PRESIDENT*

Date

4/18/95

By

Name *Bennett R. Katz* *

Title *Group Executive Vice President*

Date

4/18/95

* This Agreement is subject
to Visa International Board
approval by April 21, 1995

EXHIBIT A

RC PROJECT PLAN

VISA / Microsoft Project Plan

Major Milestones Through end of Introductory period 4/30/96

Date	Milestone	Responsibility
4/20/95	Start MasterCard discussions	VISA
4/30/95	Details of Project Plan	Joint
5/15/95	Communication Plan	Joint
6/95	Branding	Joint
	Success Criteria/objectives for introductory period	Joint
	Train programmers on report needs	VISA
7/95	Start evangelizing merchant SDK	MS
	Conduct system security evaluation	Joint
8/95	MS Company Store beta test (no bindery)	MS
9/95	Issuer required software changes announced	VISA
10/95	VISA bindery operational	VISA
	VISANet accepts STT transactions (auth/cirg)	VISA
	Win '95 STT clients in marketplace	MS
	Merchant server/SDK available	MS
	Payment server available	MS
	Bindery server available	MS
11/95	First merchant user in beta test	MS
	Initial payment server report	VISA
12/95	Second merchant user in beta test	MS
1/96	First merchant user outside US	MS
4/96	VISANet changes for issuers, i.e. commercial deployment	VISA

EXHIBIT B

MAINTENANCE, SERVICE, AND SUPPORT

1. Microsoft Responsibilities. Microsoft will be responsible for providing end user support relating to the use of the Technology to all end users of the Technology, in accordance with Microsoft's standard practices. Included within these responsibilities will be responsibility for hot-line support, distribution of documentation, error corrections and updates, and training (if any). Microsoft's product support plan for the Technology and fee schedule is attached hereto.

2. Error Correction.

2.1 General. Microsoft agrees that for any reproducible programming error in the Technology identified by Visa and its Affiliates or by Microsoft ("Error"), Microsoft will use its commercially reasonable and diligent efforts to correct such Error with a level of effort according to the response levels set forth below. Microsoft will provide Visa and its Affiliates with an estimate of how long it will take to resolve the Error as soon as practicable, but in any event for Critical or Serious conditions within twenty-four (24) hours, and for Moderate and Low Conditions within forty-eight (48) hours, and will keep Visa and its Affiliates informed of its progress in resolving the Error. Upon identification of any programming error by Visa and its Affiliates or receipt by Visa and its Affiliates of notification of an Error by an end user customer, Visa and its Affiliates will file an Error report with Microsoft that will provide Microsoft enough information to locate the Error. Microsoft will provide Visa and its Affiliates with Error Corrections and modifications to the Technology that it makes generally available to its customers.

2.2 Definitions. The response undertakings under subsection 2.3, below, refer to the following definitions:

"Critical" means that the Technology is not usable. Data corruption or system crashes are almost certain. No procedural workaround exists. Work on this level Error preempts all other lower priority problems.

"Serious" means that the Technology is only usable with severe limitations. Data corruption or system crashes are possible. No effective procedural workaround exists.

"Moderate" means that the Technology is usable with moderate limitation because minor features are affected. There is no data corruption, system crashes or loss of production. A procedural workaround exists.

"Low" means that the Technology is usable, but has some usability (cosmetic) problems. There is no data corruption, system crashes, or loss of production.

2.3 Response. Microsoft will allocate the following resources to Error correction:

"Critical". One (1) Full Time Engineer immediately.

"Serious". One Full Time Engineer immediately, provided there are no higher priority Critical or Serious Errors.

"Moderate". Engineering resources will be allocated in accordance with Visa and its Affiliate's prioritization of the Error.

"Low". Engineering resources will be allocated in accordance with Visa and its Affiliate's prioritization of the Error.

EXHIBIT C
SIT SPECIFICATIONS